

# Application As Direct Exhibitor

**A**

**India Expo Centre, IEML Greater  
Noida, Delhi-NCR, India  
October 29 - 31, 2020**

# BIOFACH INDIA

into organic

Please return to:

**NürnbergMesse India Pvt. Ltd.**

German House, 2, Nyaya Marg  
Chanakyapuri, Delhi -110 002

**Ms. Priya Sharma**

T +91 11 47168830

E priya.sharma@nm-india.com

**Date for returning: Immediately**

Company name of direct exhibitor

Person to contact

Proprietor/Manager

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Correspondence address (only if different)

Tel. (Company)

Fax (Company)

E-mail (Company)

Invoice address/Authorized recipient (only if different)  
(see item 7 of the Special Conditions of Participation)

Internet

GST number

**Application as Direct Exhibitor** (please complete in detail or mark as applicable) and acceptance of the Conditions of Participation. The processing of your application can only begin once all the necessary documents have been submitted.

**Attention: form C, D and the relevant certificates must also be submitted.**

Standard Booth Size: 9 sqm (3m x 3m)	Prices	We Order
<b>Option A: raw space only (min. 36 sqm)</b> This option does not include any stand construction. It is not allowed to use wall partitions of adjacent stands and stand constructions exceeding, standard height of 2,50 m require approval by the organisers. Registration fee (comprises full company listing in the official trade show directory and web-page listing) included.	8,700 INR* per sqm	_____ sqm
<b>Option B: space and shell scheme package (9 sqm)</b> (incl. wall panels, fascia with company name, carpet, 1 electricity socket, 1 reception counter, 2 folding chairs, wastebasket, 3 spotlights). Registration fee (comprises full company listing in the official trade show directory and web-page listing) included.	9,950 INR* per sqm	_____ sqm
<b>Co-Exhibitor Fee:</b> (comprises company listing in the on-line catalogue and web-page-listing)	7,500 INR* per Co-Exhibitor	

\*GST Tax @18% will be levied on all Invoices. All above rates plus GST [Goods and Service Tax - a single tax on the supply of goods and services implemented since July, 2017 by the Government of India @18% (subject to change) as applicable]

Please list here all the exhibits/services you would like to present at BIOFACH INDIA: \_\_\_\_\_

We have taken note of the attached Special and General Conditions for Participation in Fairs and Exhibitions - International incl. the information on data protection and the admission criteria and we accept them on all points.

We can object to the promotional use of our data by NürnbergMesse GmbH at any time by letter (NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg) or e-mail (data@nuernbergmesse.de). The stated company data and exhibits can be already recorded and published.

Place and date

Company stamp and authorized signature of Direct Exhibitor

# Application for your Co-Exhibitor

B

India Expo Centre, IEML Greater  
Noida, Delhi-NCR, India  
October 29 - 31, 2020

**BIOFACH** INDIA  
into organic

Please return to:

**NürnbergMesse India Pvt. Ltd.**

German House, 2, Nyaya Marg  
Chanakyapuri, Delhi -110 002

**Ms. Priya Sharma**

T +91 11 47168830

E priya.sharma@nm-india.com

**Date for returning: Immediately**

We as the direct exhibitor wish to register the company stated below as co-exhibitor (see item 11 of the Special Conditions of Participation). Each Co-Exhibitor is charged at INR 7500 + GST

Company name of direct exhibitor (respectively name of the joint stand organizer)

Person to contact

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Internet

**Application for your Co-Exhibitor** (please complete in detail or mark as applicable) and acceptance of the Conditions for Participation. The processing of your application can only begin once all the necessary documents have been submitted.

**Attention: form C, D and the relevant certificates must also be submitted**

If you have more than 1 co-exhibitor in your booth, please copy and use this form.

**1. We as the direct exhibitor confirm that the co-exhibitor will be present with his own personnel and exhibits or services.**

Company name of co-exhibitor

Person to contact of co-exhibitor

Proprietor/Manager

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Correspondence address (only if different)

Tel. (Company)

Fax (Company)

E-mail (Company)

Internet

**2. Compulsory registration of all exhibits and/or services.**

Please note that the direct exhibitor is responsible for ensuring that its co-exhibitor complies with the Special and General Conditions for Participation.

We have taken note of the attached Special and General Conditions of Participation incl. the information on data protection and the admission criteria and we accept them on all points. The company details and exhibits stated can already be recorded and published.

We can object to the promotional use of our data by NürnbergMesse GmbH at any time by letter (NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg) or e-mail (data@nuernbergmesse.de).

Place and date

Company stamp and authorized signature of Direct Exhibitor

**India Expo Centre, IEML Greater  
Noida, Delhi-NCR, India  
October 29 - 31, 2020**

**BIOFACH INDIA**  
into organic

Company name

Contact person

**Date for returning: Immediately**

**1. Compulsory alphabetical entry in Exhibition Guide and on the exhibitor and product database on [www.biofach-india.com](http://www.biofach-india.com)** (Please use an extra sheet for further entries.)

Company name:

(State in the form to be published in the Exhibition Guide and on the exhibitor and product database!)

**2. Our products/services:**

**01 Fresh food**

- 01.01 Fruit, vegetables, potatoes, mushrooms
- 01.02 Meat and sausages
- 01.03 Fish and seafood
- 01.04 Bread, baked products
- 01.05 Dairy products
- 01.06 Milk substitutes
- 01.07 Meat substitutes
- 01.08 Cheese
- 01.09 Fresh convenience and delicatessen products
- 01.10 Eggs, other fresh products

**02 Frozen food**

- 02.01 Frozen convenience products
- 02.02 Meat
- 02.03 Fish and seafood
- 02.04 Baked products
- 02.05 Fruit, vegetables, herbs
- 02.06 Ice cream

**03 Grocery products Cooking and baking**

- 03.01 Corn, pulses, other milled products
- 03.02 Bread, baked products, raising agents
- 03.03 Farinaceous products
- 03.04 Tomato products, prepared sauces
- 03.05 Spices, salt, ready-made products

- 03.06 Vinegars, seasonings
- 03.07 Olive oils
- 03.08 Other cooking oils
- 03.09 Convenience groceries, instant and semi-instant meals, tinned foods
- 03.10 Sweeteners

**04 Grocery products: Snacks & sweets**

- 04.01 Nuts, dried fruit
- 04.02 Chocolate
- 04.03 Sweet pastries, other confectionery
- 04.04 Savory biscuits, salted snacks

**05 Grocery products: Drinks**

- 05.01 Juices, soft drinks
- 05.02 Water
- 05.03 Tea
- 05.04 Coffee
- 05.05 Other hot drinks
- 05.06 Other non-alcoholic drinks
- 05.07 Wine
- 05.08 Beer
- 05.09 Other alcoholic drinks

**06 Other grocery products**

- 06.01 Cereals, mueslis
- 06.02 Sweet spreads, honey
- 06.03 Hearty spreads

- 06.04 Delicatessen, antipasti
- 06.05 Dietary food, baby food
- 06.06 Remedies
- 06.07 Food supplements
- 06.08 Other grocery products

**07 Non-Food**

- 07.01 Detergents, cleaning materials/agents
- 07.02 Natural and organic cosmetics
- 07.03 Chemist articles
- 07.04 Textiles
- 07.05 Pet food
- 07.06 Seeds and plants
- 07.07 Household appliances/goods

**08 Technology and equipment**

- 08.01 Packaging
- 08.02 Processing, finishing
- 08.03 Sales equipment

**09 Raw materials, supplies**

**10 Media, service providers**

- 10.01 Publishers, associations, institutions
- 10.02 Certification, inspection
- 10.03 Training, research
- 10.04 Other service providers

**3. Special characteristics of our products:**

- 11.01 Fair
- 11.02 Kosher
- 11.03 Halal
- 11.04 Vegetarian
- 11.05 Vegan
- 11.06 Gluten-free
- 11.07 Lactose-free
- 11.08 Raw
- 11.09 HoReCa
- 11.10 Regional connection of the most important component

**4. We are:**

- 12.01 Manufacturer
- 12.02 Wholesaler
- 12.03 Importer/exporter
- 12.04 Service providers
- 12.05 Joint stand organizer

We have taken note of the attached Special and General Conditions of Participation incl. the information on data protection and the admission criteria and we accept them on all points. **The stated company data and exhibits can already be recorded and published.**

Place and date

Company stamp and authorized signature

**India Expo Centre, IEML Greater  
Noida, Delhi-NCR, India  
October 29 - 31, 2020**

**BIOFACH INDIA**

into organic

Please return to:

**NürnbergMesse India Pvt. Ltd.**

German House, 2, Nyaya Marg  
Chanakyapuri, Delhi -110 002

**Ms. Priya Sharma**

T +91 11 47168830

E priya.sharma@nm-india.com

**Date for returning: Immediately**

Company name of direct exhibitor

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Internet

### Please complete in full in block capitals or tick as appropriate.

We have exhibited at BIOFACH Nürnberg last time in  2019  2020

We confirm that we will show the same products at BIOFACH INDIA as in our last BIOFACH Nürnberg participation.

All products that have not yet been shown at BIOFACH Nürnberg, need to be specifically reported to the organizer.

#### Products with organic certificate:

Our products are certified in accordance with an organic standard in the "IFOAM Family of Standards".

Please find more information regarding IFOAM Family of Standards under:  
<https://www.ifoam.bio/en/ifoam-family-standards>

Our products are certified as organic by the following certification bodies:

Our certification body is accredited

to IFOAM

to the Global Organic System (IOAS)

to the national law of: \_\_\_\_\_

Our products from the wild originate from sustainable management in accordance with the directives of: \_\_\_\_\_



For the examination of admission, the corresponding certificates, including appendices, must be submitted.

#### Products without organic certificate:

**Not all or non of our exhibits / services are certified to an organic standard in the "IFOAM Family of Standards".**

We request admission for the following products / product groups:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purpose of the examination of admission, products must be declared individually, a list of ingredients and an explanation as to why the products are not certified must be submitted.

and confirm that our products

are produced and processed to the latest technical standards in an environment-friendly way;

are produced without the use of genetically modified organisms or substances produced or obtained from GMOs;

have not been exposed to radioactive irradiation;

do not contain any substances that are damaging to health or the environment and in particular that no ecologically critical materials have been used for the product or its packaging (halogen compounds, formaldehyde, Bakelite, PVC).

#### Services:

We request admission for the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For admission criteria purposes the following verification must be submitted in writing:**

- The services are developed specifically for the organic market;

- The company has a special connection with the organic sector

- BIOFACH visitors are our company's primary target group

We are the **organizer of a joint stand** and do not exhibit any products / services.

**We agree to have all certifications certificates and other proof available on the stand for the admission check. The exhibition management reserves the right in individual cases to reject registered firms or products submitted.** We hereby confirm the completeness and accuracy of the information given.

Place and date

Company stamp and authorized signature

# Special Conditions for Participation in Fairs and Exhibitions

(hereinafter referred to as "SCP")

As per January 2020

NÜRNBERG MESSE

## 1. Contract Partner

NürnbergMesse India Private Limited

German House

2, Nyaya Marg, Chanakyapuri

New Delhi -110021

T: +9111 47168888 F: +91 11 26118664 URL: www.nm-india.com

(hereinafter referred to as "NMIND")

NMIND acts either as the organizer or the co-organizer of the trade shows or exhibitions (hereinafter referred to as "EVENT") that are held within the Republic of India. Companies intending to participate in the EVENT are hereinafter referred to as "EXHIBITOR".

## 2. Contractual terms

The terms for participation in any EVENT consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the Exhibitor Manual provided by NMIND and all technical conditions notified to the EXHIBITOR before the EVENT begins.

However, if NMIND provides additional exhibition services through service partners, then the terms of business of the respective partner shall prevail over these SCP- in case of discrepancies.

## 3. Venue, duration, opening hours

The exact address of the venue, EVENT dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the EXHIBITOR in the Exhibitor Manual.

## 4. EXHIBITORS and approved exhibition goods

Eligible EXHIBITORS are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights and/or the extant intellectual property laws in India cannot be showcased at the EVENT.

## 5. Fees

The participation fees for the rental of Exhibition Space (stand rental fees) as stipulated in the application form are binding. Nonetheless, NMIND shall reserve the right to charge premium for prime locations, seek special surcharges for stands with open sides, etc in the nature of registration fees or in terms of charges per registered co-exhibiting company. In such cases, NMIND shall endeavour to specify such charges in the application form. NMIND also reserves the right to apply a minimum of net space to be ordered by each exhibiting company.

Participation Fees and other charges may be invoiced in INR or Foreign Exhibitor rates as may be applicable. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

The organizers hereby would like to inform the exhibitor / partners that NMIND does not authorize any person, any company to collect payment on their behalf. All payments have to be made to "NMIND"

While the organizers have taken necessary steps and precautions, however, in the light of increasing cyber frauds and threats, exhibitors must re-confirm the accounts details via a telephone call to NMIND or NürnbergMesse India Pvt. Ltd. before making the NEFT or wire Transfer. The organizers would not be responsible for any loss due to cyber fraud. Booth possession would be subject to clearance of all the dues.

## 6. Complete rental stand

For the trade shows NMIND can offer complete rental stands as specified in the application form. NMIND shall be responsible for assembling and dismantling these rental stands. However, the complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way by the Exhibitor, his agents and/or Contractors. The EXHIBITOR shall be liable for all damage done during the rental period and in the event of any damage, shall be accountable for the arising incidental costs. . For avoidance of doubt, it is hereby clarified that any pictorial representation contained in the application form or the Exhibitor Manual are merely illustrative and NMIND shall make no warranty for the same.

## 7. Payment conditions

Invoices shall be payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without any unilateral charges or deductions, quoting invoice number.

If the EXHIBITOR enters an address, distinct from the usual place of business, for invoice purposes in the application form, then it shall authorize the stated person/company to receive the invoice and other payment requests, on its behalf. However, it shall not constitute an exemption from the obligation to pay.

The EXHIBITOR is not entitled to convert at its own initiative the invoiced amount into any other currency for the purposes of bank transfer. If for any reason, a conversion into another currency becomes necessary, the EXHIBITOR shall contact NMIND who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space shall come into existence only after payment of invoices has been made in full and proof of payment has been furnished to NMIND.

## 8. Insurance

EXHIBITORS are obliged to arrange for distinct and adequate insurance arrangements. Insurance may also be arranged through a collective insurance scheme or arrangement procured by NMIND at prescribed costs by NMIND

## 9. Exhibitor Manual

NMIND shall provide to the EXHIBITOR an Exhibitor Manual with all technical, organisational and venue information, as well as, the order forms for both obligatory and optional services. The Manual and the service forms may be provided in hard copy, electronic version or downloadable from the internet. It is to be noted that the Rules, regulations and deadlines mentioned in the Exhibitor Manual shall be binding for all EXHIBITORS.

## 10. Stand design

The EXHIBITOR shall be responsible for the stand equipment and its allied decoration. The EXHIBITOR shall agree to erect, a minimum of 2.50 metres high stand with partition walls on all closed sides of the stand space and also to lay floor carpeting. The hall walls or backsides of neighbouring stands cannot be used as partition walls.

As a general guideline, any stand exceeding the height of 3.50 meters shall require the approval of NMIND. The maximum stand height has to be observed according to the specification of the venue. Any further details given in the Exhibitor Manual in this regard shall be binding.

If the rental exhibition stand is not used, a fascia, atleast 0.30 m high, must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other similar way. NMIND reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the EVENT, wallpaper or other finishing material must be removed by the EXHIBITORS, otherwise EXHIBITORS will be charged with the incidental costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The EXHIBITOR shall be liable for damage done and will be charged with the costs. Please note that pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

Non-compliance with the above enumerated conditions may result in claims for damages by NMIND or the affected neighbouring EXHIBITORS.

## 11. Co-exhibitors

Co-exhibitors are companies who appear on the EXHIBITOR's stand and present their own products with their own personnel. All products of co-exhibitors must also fulfill the eligibility criteria contained in Clause 4 and be in line with the exhibition concept. Co-exhibitors are only eligible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. If the application of a co-exhibitor is canceled, the direct exhibitor agrees to pay a processing fee of 7500 INR\* per Co-Exhibitor. Co-exhibitors will be fully listed in the official show directory only when full payment of co-exhibitors fees / catalogue registration fees has been paid in full. If a co-exhibitor fee / catalogue registration fee applies for the EVENT, NMIND will invoice these directly to the Exhibitor. NMIND reserves the right to limit the number of co-exhibitors per booked stand.

## 12. Represented companies

A company displaying products on a stand which was booked by another company and the same is not present with its personnel is called a represented company. The direct EXHIBITOR is obliged to notify NMIND of all company names and countries of represented companies on the stand. All products of represented companies must fulfill the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not to be fully listed in the show directory.

However, NMIND reserves the right to limit the number of represented companies per booked stand.

## 13. Country entry regulations

All EXHIBITORS and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations prevailing in India.

The refusal of entry or refusal of visa shall not constitute a reason for an extraordinary notice of cancellation. Cancellation shall be governed by clauses 7 and 9 of the GCP-.

## 14. Exhibitor claims, written form, place of fulfilment, jurisdiction

All EXHIBITORS claims against NMIND must be made in writing and in accordance with the laws applicable in the Republic of India. The statutory period of limitation begins on the last day of the EVENT. Agreements that deviate from these or supplementary terms must be in writing.

Place of fulfilment and jurisdiction is New Delhi, India. However, NMIND reserves the right to bring its claims before the court of the place at which the EXHIBITOR has his place of business.

# General Conditions for Participation in Fairs and Exhibitions

(hereinafter referred to as "GCP")

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions shall have priority over the GCP

As per January 2020

NÜRNBERG MESSE



## 1. Application

In order to take part at a fair or exhibition (hereinafter referred to as "EVENT"), an applicant (hereinafter referred to as "EXHIBITOR") must fill out the official printed application form, provided by NürnbergMesse INDIA Private Limited (hereinafter referred to as "NMIND"), complete it accurately, sign it in legally effective manner and return it to NMIND. The EXHIBITOR thereby accepts these GCP and the Special Conditions for Participation (hereinafter referred to as "SCP") as binding. In addition the specific on-site regulations related to the trade show and venue - stipulated in the Exhibitor Manual - shall also become integral part of the contract. The EXHIBITOR is also responsible and liable for adherence to the said conditions by persons employed by him, contractors and/or sub-contractors at the EVENT. The application constitutes just an offer to NMIND and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions.

## 2. Admission / Stand space confirmation

The contract shall come into force only after a written confirmation by NMIND. The admission of EXHIBITORS and listed exhibits is in any case at the sole discretion of NMIND, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the EVENT. NMIND may also exclude such EXHIBITORS from admission that haven't fulfilled their financial obligations towards NMIND regarding any previous events. Reservations or conditions stipulated in the application shall be invalid and void without a specific written confirmation from NMIND.

In the event of divergence between the content of the confirmation and the content of the application form, the contract shall be governed in accordance with the content of the confirmation, if the EXHIBITOR does not object in writing within two (2) weeks of receipt. EXHIBITORS do not have a legal claim to admission, except that legal provisions provides for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, NMIND may exclude individual EXHIBITORS from participation and/or restrict the EVENT to specific groups of EXHIBITORS if deemed necessary for attaining the aim and purpose of the EVENT. NMIND may restrict the listed exhibits and effect alterations to the stand space requested by the EXHIBITOR. Admission shall entitle the presentation of only the exhibits listed the EXHIBITORS that are specified in the application and to the space stated therein. Items other than those listed and admitted cannot be exhibited.

## 3. Allotment of space

Allotment of space will be made by NMIND in accordance with the theme and arrangement of the EVENT and shall be subject to the space being available. Siting requests made in the application form will be considered, but cannot be necessarily acceded to. The order of receipt of applications will not be the sole deciding factor for allotment of space. NMIND is entitled, if necessary, to alter the size, shape and position of the allotted space. NMIND will notify EXHIBITORS about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case, such alteration entails a modification in the stand rental, reimbursement of the additional cost shall be correspondingly.

EXHIBITORS may withdraw their application within two weeks of receipt of notification of such alteration; however neither party may claim any compensation or damages in this regard. Any alterations by NMIND can be made to the location stands before the beginning of the EVENT. The EXHIBITORS may not exchange the allotted space amongst themselves or transfer it to a third party, even if only in part, without the prior written consent of NMIND.

## 4. Joint exhibitors

Stand spaces are assigned as complete spaces and only to one contractual partner, identified as the EXHIBITOR. Exceptions, however, are subject to the sole discretion of NMIND. In the event two or more EXHIBITORS wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf and can negotiate with NMIND.

## 5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as "CO-EXHIBITOR") requires a separate application and confirmation by NMIND. Admission of one or more CO-EXHIBITORS is subject to a special fee. Responsibility for ensuring, that CO-EXHIBITORS fulfil the same terms and conditions as the principal EXHIBITOR shall rest with the principal EXHIBITOR and the CO-EXHIBITOR.

## 6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. Payment of the stand rental must be made in full and in accordance with the dates laid down in the invoice raised by NMIND before the allotted space can be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NMIND is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

In case the EXHIBITOR withdraws his application, cancels whole or part of the stand space or does not participate in the EVENT, NMIND is entitled to use the allotted space or the cancelled part of the space for other purposes as it deems fit, including without limitation allotting the same to third parties. The EXHIBITOR shall remain obliged to pay the following cancellation as set out below as a flat-rate compensation for expenses incurred by NMIND on cancellation or partial cancellation after admission has been confirmed:

- Once the contract has been concluded and the contract is cancelled up until 180 days prior

to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount.

- If the contract is cancelled during the period of 180 and 120 calendar days prior to the start of the exhibition, 75% of the amount is payable by the exhibitor.
- If the contract is cancelled within 120 days prior to the start of the exhibition, the amount is payable in full by the exhibitor.

This shall not apply if the EXHIBITOR withdraw his application or cancel part of the stand space because of operation of law. In case the EXHIBITOR does not participate in the event because of absence and the rented stand space cannot be let to third parties, the EXHIBITOR is obliged to pay the full amount of the stand rental fee as set out in clause 6. NMIND reserves the right in any case to claim further damages. The withdrawal from the contract and/or the cancellation of whole or part of the stand space by the EXHIBITOR becomes effective with NMIND's receipt of the written notice.

## 8. Cancellation of admission

NMIND may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is physically not occupied by the EXHIBITOR in good time, i.e. at least 24 hours before the official opening of the EVENT.
- The EXHIBITOR fails to pay the stand rental fee at the agreed time in accordance with clause 6 and a period of grace granted by NMIND has lapsed without result.
- An application to commence insolvency and/or winding up proceedings against the EXHIBITOR's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered EXHIBITOR or NMIND receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The EXHIBITOR breaches NMIND's site regulations.
- The admission is based on false, misleading, untrue, incorrect or incomplete statements by the EXHIBITOR.

NM reserves the right to assert claims for damages in such cases. The EXHIBITOR has no entitlement to claim damages.

## 9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the EXHIBITOR shall be obliged to pay charges, even if he withdraws from the contract, regarding rental exhibition stand and/or other services sought by the EXHIBITOR and/or does not exhibit. NMIND also reserves the right to assert claims for any further damages. If the EXHIBITOR cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- Once the contract has been concluded and the contract is cancelled up until 180 days prior to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount
- If the contract is cancelled during the period of 180 and 120 calendar days prior to the start of the exhibition, 75% of the amount is payable by the exhibitor
- If the contract is cancelled within 120 days prior to the start of the exhibition, the amount is payable in full by the exhibitor.

The withdrawal from the contract by the EXHIBITOR becomes effective with NMIND's receipt of the written notice.

## 10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. NMIND has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights or extant intellectual property laws as prevailing in the Republic of India. In case the EXHIBITOR does not comply with such demand, the said items may be removed by NMIND at the expense of the EXHIBITOR. In case a violation of industrial property rights or intellectual property laws by an EXHIBITOR is proved (e.g. based on a valid court ruling against the EXHIBITOR), NMIND may exclude the EXHIBITOR from participating in subsequent EVENTS.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the EVENT. NMIND reserves the right to forbid the erection of stands which are unsuitable or inadequate or cause them to be altered at the EXHIBITOR's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the EVENT. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the EVENT is not permitted. Names and addresses of EXHIBITORS must be clearly displayed on the stands. The prior approval of NMIND is needed if stand constructions exceed the specified height limits for stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the EVENT, basic items, insofar as these have been provided by NMIND, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the EXHIBITOR.

Exhibits which still remain on the stands after the end of the period allowed for Dismantling may be removed and stored at the EXHIBITOR's own expense.

## 12. Force majeure, cancellation of event

In case NMIND is prevented from holding the EVENT for reasons of force majeure or other

circumstances beyond its control, an immediate notification shall be made to the applicants by NMIND. Though the claim to stand rental shall be suspended, but NMIND may charge the EXHIBITOR for any work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the EXHIBITOR.

Should NMIND be in a position to carry out the EVENT at a later date, it is likewise required to notify the EXHIBITORS to this effect without delay. EXHIBITORS are entitled to cancel their participation in the EVENT at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental already paid. In case NMIND is compelled to curtail or cancel an EVENT for reasons of force majeure or other circumstances beyond its control after it has commenced, the EXHIBITOR shall have no claim to any refund or cancellation of the stand rental.

### **13. Assembly and dismantling passes, exhibitor passes**

Passes for EXHIBITORS and its workmen employed during the period of stand construction and dismantling will be issued to the EXHIBITOR, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and shall not cover right of entry during the EVENT. A limited number of free EXHIBITOR passes will be issued to EXHIBITORS and their employees for the period of the EVENT. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of CO-EXHIBITORS. Additional passes are obtainable only against payment.

### **14. Advertising**

Advertising of all kinds is allowed, however, only within the stand space rented by the EXHIBITOR for his own firm and only for products and/or services produced or distributed by him, insofar as these have been expressly listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NMIND. Advertising outside the stand space rented by the EXHIBITOR is only possible as part of the advertising and sponsoring measures offered by NMIND. Advertising of a political nature is forbidden. NMIND shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the EXHIBITOR.

### **15. Photographs, drawings, films**

NMIND may have photographs, drawings and films made of the EVENT, exhibits and exhibition constructions and stands, each for use in advertisement, publicity and press releases or for promotion purposes and the EXHIBITOR shall have no right to object in this regard. This also applies to photographs produced directly by the press or television or other media with the consent of NMIND, whether directly for the benefit of NMIND or not. For photographs of stands against payment, EXHIBITORS shall solely employ photographers with relevant permission authorized by NMIND. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. EXHIBITORS are not permitted to produce photographs, drawings and films of the stands and exhibits of other EXHIBITORS.

### **16. Direct selling**

Direct selling is not allowed unless expressly permitted by the Exhibitor Manual, in which case objects for sale must be marked clearly with their prices. EXHIBITORS, on their own accord shall be responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with the Indian regulations in this regard.

### **17. Cleaning**

NMIND is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of EXHIBITORS and must be completed daily before the opening of the EVENT. EXHIBITORS have to use the service contractor engaged by NMIND for stand cleaning as per costs mentioned in the Exhibitor's Manual.

### **18. Supervision**

NMIND will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. EXHIBITORS are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effectuate appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the EXHIBITOR's own expense by using the service contractor engaged by NMIND.

### **19. Liability, insurance, accident prevention**

The EXHIBITOR is also solely responsible and liable for compliance with the GCP and SCP- on behalf of persons employed and/or engaged by him at the EVENT.

NMIND shall bear liability only in cases of gross negligence and for damages due to loss of life, bodily injury or damage to health arising therefrom.

In all cases, however, NMIND is only liable for foreseeable and direct damages only up to a limit of INR 1,000,00 for each case of damage not for any consequential or remote damages. This liability limitation also applies to the conduct of NMIND's performing and vicarious agents.

The principal EXHIBITOR is also liable for any debts and negligence of his CO-EXHIBITORS and their employees or assistants as well as for his own debts and negligence and those of his employee's or contractors. Referring to this both, the principal EXHIBITOR and the CO-EXHIBITOR, shall be jointly and severally liable debtors of NMIND.

The principal EXHIBITOR/CO-EXHIBITOR or joint EXHIBITOR is liable for any damage to persons or objects caused by himself, his employees, his representatives or his exhibits and equipment. The EXHIBITOR is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. However NMIND is entitled to prohibit the use of or operation of machinery and/or equipment at its discretion.

### **20. Protection of industrial property rights**

Protection of copyright or other patent rights of exhibits is the responsibility of the EXHIBITOR. The Exhibitor hereby warrants that listed exhibits shall not contravene the intellectual property

rights of any third party. Also, if NMIND is subject to any litigation or penalty for any such violation, the EXHIBITOR shall be liable to indemnify NMIND for the legal fees and any penalty imposed.

### **21. Site regulations, contraventions**

EXHIBITORS agree to accept the site regulations during the EVENT in all parts of the exhibition center. The instructions of NMIND's employees, who possess official identity cards, must be complied with. Contraventions of the GCP and SCP- or instructions within the framework of the site regulations shall entitle NMIND, if such contraventions continue after warning, to immediate closure of the stand at the EXHIBITOR's own risk and expense and without claim to compensation.

### **22. Place of fulfilment and jurisdiction**

This contract shall be governed in accordance with prevailing laws of the Republic of India. Any dispute arising hereof shall be subject to the jurisdiction of courts located in New Delhi. However NMIND is entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

### **23. Data protection**

Personal data are collected, processed and used by NMIND and, if applicable, by service partners in accordance with the provisions of the Information and Technology Act, 2000 and other relevant data protection regulations in India for the purpose of providing support and information for customers and potential customers and for handling the services offered.

### **24. Consent to the use of data**

The EXHIBITOR consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by NMIND and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying NMIND at any time without incurring additional costs other than the usual transmission costs at the basic rates.

### **25. Severability clause**

If any provisions of these GCP are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

### **26. Dispute Resolution**

Any question or difference which may arise concerning the meaning or effect of this contract or concerning the rights and liabilities of the Parties hereunder or any matter arising out of or in connection with this contract shall be referred to an Arbitration tribunal comprising of 3 arbitrators. NMIND and the EXHIBITOR shall appoint one arbitrator each and the two appointed arbitrators shall mutually appoint a third presiding arbitrator.

The Arbitration proceedings shall be conducted in accordance in the Arbitration and Conciliation Act, 1996, as applicable and the place of arbitration shall be New Delhi. The language of proceedings shall be English.

### **27. Entirety**

GCP, SCP, the Exhibitor's Manual, the confirmation by NMIND and other instructions issued by NMIND from time to time shall together constitute one single agreement. However, the terms of SCP shall always have an over-riding affect.